

## **REMARKS**

The issues outstanding in this application are:

- Claims 1-5, 8-15, and 17-20 are rejected under 35 U.S.C. § 112.
- Claims 1-5, 8-15, and 17-20 are rejected under 35 U.S.C. § 102(e).

Claims 6-7, 10, and 20 are canceled, claim 16 is withdrawn, claims 1-5, 8-9, 12-15, and 17-19 are currently amended, and new claims 21-22 have been added. Claims 1-5, 8-9, 11-15, 17-19, and 21-22 are pending in the instant application. Based on the following, Applicants contend that all pending claims are allowable, and reconsideration of the pending claims is respectfully requested. No new matter has been added.

### **Changes to the Specification:**

The specification has been amended by adding one paragraph after the second full paragraph on page 7 of the original specification. Support for the added paragraph is found in claim 19 as submitted in the original filing of this patent application. No new matter has been added.

### **Changes to the Claims:**

The claims have been amended to overcome the 35 U.S.C. § 112 rejections, to provide clarity, and to provide a greater range of claim breadth. Changes to the independent claims have been provided to define the invention with a greater range of breadth. New claims 21-22 have been added for the same reason. Applicants contend that the prosecution of the application is advanced by providing the above-referenced range of claim breadth. In this section, the page numbers, paragraph numbers, and line numbers refer to those in the application as originally filed.

Claim 1 has been amended to provide clarity and to more clearly distinguish the invention from the prior art. Support for the amendment to the last paragraph of claim 1 is provided on page 5, second paragraph. Claim 2 has been amended for clarity. Claim 3 has been amended to recite the word "said" prior to the term "at least one chance event" and to more clearly recite the Markush group included therein. Claim 4 has been amended to provide greater clarity. Claim 5 has been amended to more clearly indicate the introduction of an additional claim limitation. Claim 8 has been amended to more clearly recite the

Markush group recited therein. Claim 9 has been amended for clarity and to pluralize the term "hand." Claim 12 has been amended for clarity. Claims 13 and 17 have been amended to provide clarity, to properly refer back to previously introduced terms, and to more clearly define the scope of the claimed invention. Support for the language added to the last paragraphs of claims 13 and 17 may be found in claim 1 as filed in the original application. Claim 14 has been amended to substitute the word "wherein" for "with" to indicate that the "generating" in independent claim 13 is being qualified in claim 14. Claims 14 and 15 have been amended to substitute the word "wherein" for the word "with" and to recite the word "said" prior to the previously introduced term "chance events." Claim 18 has been amended to provide clarity and to more clearly define the claimed invention. Support for the language added to the last paragraph of claim 18 is found on page 8, last paragraph and page 18, second paragraph. Claim 19 has been amended for the sake of clarity. Applicants assert that claim 19, as amended, is fully supported by claim 19 in the application as originally filed. Support for new claim 21 is found in claim 1 as filed in the original application. Support for new claim 22 is found on page 8, last paragraph and page 18, second paragraph. No new matter has been added.

**Rejection under 35 U.S.C. § 112, Second Paragraph:**

Claims 1-5, 8-15, and 17-20 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicants regard as the invention. In the following, the current status of the language in question and Applicants' assertion of its legal condition is provided for each rejection under 35 U.S.C. § 112. Claims 10 and 20 have been canceled, and the rejection thereof in this section is therefore considered moot.

In claim 1, the terms "the determination of the reward" and "total wagers" have been deleted. In claim 13, the terms "the determination of the reward" and "the proportion of the fraction of total wagers" have been deleted. In claim 17, the terms "determining the reward" and "the proportion of the fraction of total wagers" have been deleted. In claim 18, the terms "determining the reward" and "the proportion of the fraction of total wagers" have been deleted. Accordingly, the above claims, in their amended condition, are now definite under 35 U.S.C. § 112, second paragraph.

The Office Action asserts that the limitations of claims 19-20 duplicate limitations already present in independent claim 18. Claim 20 has been canceled, and the rejection thereof is therefore considered moot. Claim 19 is directed to making a player's chance of winning a game of chance equal to a ratio of two defined wager amounts. This limitation is not recited in claim 18. Accordingly, Applicants submit that claim 19, as amended, does not duplicate limitations present in claim 18. Applicants respectfully request that the outstanding rejections under 35 U.S.C. § 112, second paragraph, be reconsidered in light of the amendments and remarks contained herein.

**Rejection Under 35 U.S.C. § 102(e):**

Claims 1-5, 8-15, and 17-20 are rejected under 35 U.S.C. § 102(e) as being anticipated by Huard et al. (U.S. Patent 5,743,800 hereafter Huard). Claims 10 and 20 have been canceled, and the rejections thereof are therefore considered moot. A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Applicants respectfully contend that Huard does not teach or suggest all of Applicants' claim limitations.

Independent claim 1 defines the limitations "accepting wagers from a plurality of players on the at least one selected community event" and "rewarding the plurality of players from a prize pool should the at least one selected community event occur during the at least one chance event" (emphasis added). Independent claims 13, 17, and 18 recite similar limitations. Huard does not teach or suggest these limitations.

The "plurality of players" of Applicants' claims win or lose together based on the occurrence, or non-occurrence, respectively, of Applicants' "community event." Thus, the pool of players eligible to receive a reward amount (depending upon the outcome of the community event) is established upon accepting wagers from the players. In contrast, the pool of players eligible to win a jackpot amount in the event that a winning criterion is satisfied in Huard, is randomly determined, and therefore not ascertained upon receiving the wagers. Moreover, the players in Huard do not win or lose together based on the outcome of Huard's game.

Specifically, Huard recites that “[t]he invention provides an auxiliary game in which a prize is determined by one or more of the following: . . . ii) randomly selecting at the end of the principal game from all participants one of the following: a) directly a winner; b) a single participant who may win if in possession of the card or combination of cards determined in i) and c) a table whose participants may win if in possession of the card or combination of cards determined in i); . . . .” See col. 3, lines 3-9 (emphasis added). In all three of the recited approaches above, the player or players eligible to win a prize necessarily form a subset of the wagering players. Specifically, Huard’s teachings regarding the pool of winners being one of “a winner” (singular), a “single participant” (singular), and “a table” (singular) enable only a subset of the wagering players to win in a game involving multiple participants and, where applicable, multiple tables at a casino. See col. 2, lines 49-50. Specifically, Huard provides an example involving players at three tables playing a Blackjack game. One of the ways of awarding the jackpot prize involves awarding the prize only to “participants at a randomly selected one of the three tables.” See col. 2, lines 60-61 (emphasis added). The game of Huard therefore does not reward the entire plurality of its wagering players upon the occurrence of the pertinent event, but only a subset thereof. Accordingly, Huard does not teach or suggest Applicants’ claim 1 limitations of “accepting wagers from a plurality of players . . .” and “rewarding the plurality of players . . . .”

The Office Action asserts that Applicants’ community event corresponds to the jackpot of Huard. Applicants respectfully disagree. Applicants’ community events are events “common to all participants in at least one game.” See Applicants’ specification, page 26, lines 1-2. Moreover, in Applicants’ claims, the players necessarily all win or lose together depending upon whether the community event does or does not occur. This is clearly not the case with Huard’s jackpot. Applicants have shown above that players winning the jackpot of Huard are necessarily a subset of the wagering players. It follows that the wagering players do not all win or lose together as do players wagering on the outcome of Applicants’ community event. Accordingly, the jackpot award of Huard does not correspond to Applicants’ community event.

Accordingly, Huard does not teach or suggest the limitations of claim 1. Moreover, Huard also does not teach or suggest the similar limitations recited in Applicants’ independent claims 13, 17, and 18. Independent claims 1, 13, 17, and 18 are therefore

patentable over Huard. Claims 2-5, 8-9, 11-12, and 21-22 depend from claim 1, claims 14-15 depend from claim 13, and claim 19 depends from claim 18. The dependent claims inherit all the limitations of their respective independent claims and are therefore patentable over the prior art for the same reasons as their respective independent claims. Accordingly, claims 1-5, 8-9, 11-15, 17-19, and 21-22 are patentable over Huard under 35 U.S.C. § 102(e). Moreover, the dependent claims recite further novel, nonobvious limitations not taught or suggested by the prior art. A selection of the dependent claims is discussed below.

Claim 2 recites conducting the selection of the community event before or after accepting wagers. Huard doesn't teach or suggest Applicants' community event at all and certainly doesn't teach or suggest selecting the community event before or after accepting wagers.

Claim 5 recites adding value to the prize pool whenever the selected community event does not occur. Since Huard doesn't teach or suggest Applicants' community event, Huard certainly does not teach or suggest adding value to a prize pool when the community event does not occur.

Claim 8 recites a list of games from which the community event may be selected. Since Huard does not teach or suggest Applicants' community event, Huard also does not teach or suggest a list of games from which a community event may be selected.

Claim 9 recites a community event comprising an equal point count between the player's and banker's hands in Baccarat. Huard does not teach or suggest Applicants' community event and also does not teach or suggest having the community event comprise a specific event within a particular game, such as Baccarat.

Claim 11 recites a community event comprising a dealer's hand in a game of Blackjack. Huard does not teach or suggest Applicants' community event and also does not teach or suggest having the community event comprise a specific event in a game of Blackjack.

Claim 12 recites selecting more than one community event, at least one of which pays fixed odds to a wagering player and at least one other of which pays from a prize pool. Huard is silent with respect to selecting even a single community event and certainly does not teach selecting a plurality of community events, some paying according to fixed odds and others paying from a prize pool.

Claim 19 recites playing a game wherein each wagering player's chance of winning a secondary game of chance varies with the value of the player's wager. In contrast, Huard only discloses randomly determining the criteria for winning a game and/or the players eligible to win a game. See col. 3, lines 3-9. Huard does not disclose a game in which the likelihood of winning the game is affected by the amount of a player's wager. Thus, the above dependent claims all add additional patentable features to those they inherit from their respective independent claims.

**Response to the Office Action Remarks:**

Applicants have taken note of the remarks (Office Action Remarks) on page 4 of the Office Action mailed June 5, 2003. The Examiner is thanked for making the June 5, 2003 Office Action non-final in light of the new grounds of rejection under 35 U.S.C. § 112.

The Office Action Remarks assert that Huard teaches the proportionality limitation in Applicants' claims, which limitation is currently recited in claims 18 and 22. The Office Action provides gaming examples including two sets of wager and reward values and a jackpot payout percentage of 50% in making this assertion. In the first case, player X wagers \$100, and player Y wagers \$200, thereby providing a total jackpot of \$300. If Y wins, Y receives a reward of \$150 (with a 50% jackpot payout percentage in effect). In the second case, player X again wagers \$100 (this fact is not expressly stated in the Office Action Remarks, but the assumed value of \$100 is the only value consistent with the remaining numbers provided in the example). Continuing with the second case, Y wagers \$100 in addition to player X's \$100, leading to a total jackpot of \$200. The remarks indicate that Y would win \$100 in the second case, which assumes that the jackpot payout percentage remains at 50% and that X again wagered \$100. This example is discussed in connection with Applicants' invention in the following.

The Office Action's example does not meet the limitations of Applicants' "proportionality" limitation. Applicants first note that the Office Action's example aids in underscoring the differences between Applicants' invention and Huard. Specifically, the Office Action Remarks recite an example in which the jackpot payout percentage is 50%, the jackpot is \$300, and in which \$150 is paid to Y because "Y wins the jackpot." In this scenario, the \$150 paid to Y is the total payout, and X has therefore "lost" the game.

However, this outcome is impossible in Applicants' claimed invention since the same plurality of players that wagers on a community event wins or loses together. Thus, a scenario in which Y wins and X loses in connection with a wager on a community event does not correspond to Applicants' claims. The foregoing example, being consistent with a jackpot in Huard, helps point out the fundamental differences between the jackpot of Huard and Applicants' "community events" and helps demonstrate that the teachings of Huard are contrary to the limitations recited in Applicants' claims.

Because a plurality of players may win together in a single game, a mechanism is provided for dividing the reward money among the players in Applicants' invention. Notably, the "proportionality" limitation of claims 18 and 22 is one of Applicants' mechanisms for allocating this reward money among a plurality of winning players within one game. The proportionality limitation can therefore not be suitably examined by comparing different payout amounts arising from different wager amounts in separate games.

Thus, while in the Office Action example, player Y may indeed win more when wagering more, and win less when wagering less (in a succeeding game), these observations are irrelevant to the "proportionality" limitations of claims 18 and 22. Accordingly, the "proportionality" limitations of claims 18 and 22 are not taught or suggested by Huard.

#### **Prosecution of the Continuation Application:**

A continuation application, based on this patent application, was filed on August 5, 2002, claiming priority both to this non-provisional application and to the provisional application to which this application claims priority. The continuation application has Application Serial No. 10/213,315 (hereafter the "315 application"), confirmation No. 4651, and is being examined in art unit 3713 by Primary Examiner Kim T Nguyen. Some details of the prosecution of the continuation application are discussed in this section because the pending claims in the '315 application include limitations related to those recited in claims pending in this application. Separately, an Information Disclosure Statement formally listing all prior art cited in the '315 application is included with this filing.

**Patentability of the Pending Claims over Art Applied in the Continuation Application:**

All pending claims in the '315 application are rejected under 35 U.S.C. § 103(a) as being unpatentable over Bridgeman et al. (U.S. Patent No. 5,984,779, hereafter Bridgeman). Because Bridgeman is applied in rejecting the '315 application claims, which have limitations related to the claims in this application, the patentability of the claims in this application over Bridgeman is discussed herein. Since the claims in this application have not been rejected over Bridgeman, the remarks in this section do not make specific reference to the rejection remarks in the Office Action of the '315 application.

The present invention is directed to wagering on a community event in which the wagering players win or lose together based on the occurrence or non-occurrence, respectively, of a community event. Bridgeman is directed to pari-mutuel wagering on various conventional games of chance which excludes the "house" from financial participation in the wager and the payout. In stark contrast to Applicants' invention, the players in Bridgeman compete with each other. They win at the expense of other players or lose to the benefit of other players. This difference between Bridgeman and the claims of this application is expanded upon with specific reference to Applicants' claims and the Bridgeman disclosure in the following.

Independent claim 1 defines the limitations of "accepting wagers from a plurality of players on the at least one selected community event" and "rewarding the plurality of players from a prize pool should the at least one selected community event occur during the at least one chance event." Independent claims 13, 17, and 18 recite similar limitations. Thus, in Applicants' invention, the same plurality of players from which wagers are accepted is rewarded if the selected community event occurs in the manner recited above. As shown in the following, Bridgeman does not teach or suggest these limitations.

Bridgeman recites the playing of various casino games such as video poker, Keno, and Bingo (col. 2, lines 49-50) and indicates that "[p]layers compete only against other players for prizes paid from a player pool . . . ." See col. 2, lines 59-61. Bridgeman further indicates that even when a player plays a stand-alone machine, such as a video poker machine, the player still competes for player pool money with other players who played the same machine before or after him. The player competes with even more other players when



the gaming machine is linked to others, since all of the linked machines may participate in a common player money pool. See col. 9, lines 56-63.

Thus, Bridgeman does not teach the limitations of Applicants' claims. Further, the competitiveness between the players in Bridgeman is completely contrary to a plurality of players wagering on the same community event and winning or losing together depending upon whether the community event does or does not occur. Accordingly, claims 1, 13, 17, and 18 are patentable over Bridgeman. Claims 2-5, 8-9, 11-12, and 21-22 depend from claim 1, claims 14-15 depend from claim 13, and claim 19 depends from claim 18. The dependent claims inherit all the limitations of their respective independent claims and are therefore patentable over the prior art for the same reasons as their respective independent claims. Accordingly, claims 1-5, 8-9, 11-15, 17-19, and 21-22 are patentable over Huard under 35 U.S.C. § 102(b).


**Conclusion:**

In view of the foregoing, all pending claims are allowable, and Applicants respectfully request that the instant case be passed to issue. Should you have any questions regarding the above, please feel free to give the below-listed attorney a call. If additional fees are required, please debit our Deposit Account No. 04-1414.

Respectfully submitted,

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